

GILA COUNTY

USE OF FACILITIES

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the facilities, staff, equipment, and services of Gila County, Greater Grace Fellowship, Inc. **does hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its supervisors, directors, officers, employees, and agents **from any and all claims including the negligence of the Greater Grace Fellowship/Classic Celebration's non-profit organization, resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Gila County Payson Complex grounds for the 18th Annual "MEMORIALFEST Arts and Crafts Bazaar" on May 28, 29, and 30th, 2016, and the 19th Annual "AUTUMNFEST" on October 1st and 2nd, 2016. (Only 2 shows this year)**

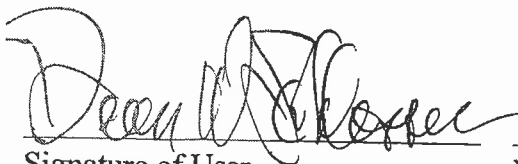
Assumption of Risk: This use of Gila County's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

As an authorized agent for Greater Grace Fellowship, Inc., I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Payson County Complex grounds. Greater Grace Fellowship, Inc. hereby asserts that its participation is voluntary and that it knowingly assumes all such risks.

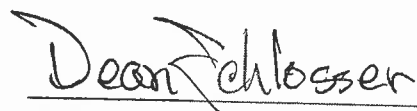
Indemnification and Hold Harmless: Greater Grace Fellowship, Inc. further agrees to **indemnify and hold** Gila County **harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result **Greater Grace Fellowship, Inc.'s** use of Gila County's Payson Complex grounds, and to reimburse them for any such expenses incurred.

Severability and Choice of Law: The undersigned as an authorized agent for **Greater Grace Fellowship, Inc.** further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **Greater Grace Fellowship, Inc.** further agrees that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

Acknowledgment and Understanding: As an authorized agent for **Greater Grace Fellowship, Inc.**, I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that Greater Grace Fellowship, Inc. is giving up substantial rights, including its right to sue.** I acknowledge that **Greater Grace Fellowship, Inc.** is agreeing to this agreement freely and voluntarily, and that **Greater Grace Fellowship, Inc. intends for my signature to be a complete and unconditional release of all liability.**

 1/26/16
Signature of User Date

**President and Authorized Agent for
Greater Grace Fellowship, Inc.**


Print Name